

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE 1	27
2. CONTRACT (Proc. Inst. Ident.) NO. DTFAAC-07-D-00040		3. EFFECTIVE DATE 06/01/07		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 06-01145		
5. ISSUED BY CODE FAA, NAS Acquisition Contracting Team (AMQ-210) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4929		6. ADMINISTERED BY (If other than Item 5) CODE FAA, NAS Acquisition Contract Mgmt. Team (AMQ-240) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4929				
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) Southwest Facility Support, LLC (Southwest) 605 Avenue, Suite 2 Lawton, OK 73501				8. DELIVERY Reference F.2 OTHER (See below)		
				9. DISCOUNT FOR PROMPT PAYMENT Net 30		
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM BLOCK 12.
CODE		FACILITY CODE				
11. SHIP TO/MARK FOR FAA/MM Aeronautical Center 6500 S. MacArthur Blvd., P. O. Box 25082 Oklahoma City, OK 73169		CODE		12. PAYMENT WILL BE MADE BY: CODE FAA, Financial Operations Division (AMZ-100) P.O. Box 25710 Oklahoma City, OK 73125-4913 (405) 954-4304		
13 RESERVED		14. ACCOUNTING AND APPROPRIATION DATA To be shown on delivery order(s) issued hereunder.				
15A. ITEM NO.	15B. SUPPLIES/SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
Accepted as to contract line items 1, 2, through 3, inclusive, in Part I, Section B, Base Contract Year only. Amendment A001 incorporated herein.						

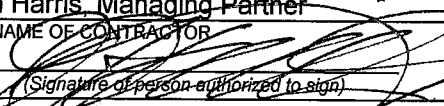

ESTIMATED

A	15G. TOTAL AMOUNT OF CONTRACT	\$3,236,374.82
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. x CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)		18. AWARD (Contractor is not required to sign this doc.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.	
19A. NAME AND TITLE OF SIGNER (Type or print) Isiah Harris, Managing Partner		20A. NAME OF CONTRACTING OFFICER PHYLLIS TOWNSLEY	
19B. NAME OF CONTRACTOR BY  (Signature of person authorized to sign)		20B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	
19C. DATE SIGNED 15 May 07		20C. DATE SIGNED 5/25/07	

PART I - SECTION B

SUPPLIES OR SERVICES AND PRICES/COST

The Contractor shall furnish labor, transportation, and tools to accomplish maintenance, repair, operation, and modification to Government-leased facilities in accordance with all terms and provision contained and/or referenced herein. The contractor shall be paid for services performed in accordance with the following price schedule.

Basic Contract Period
(Date of Award thru December 31, 2007)

	Quantity	Unit	Amount
1 TRANSITION: All Contractor efforts associated with transition. (Reference clauses F.1 and H.1)	1	Job	\$ 33,000.00

(NOTE: Item 1 is a one-time, fixed price effort. It is not subject to the award fee provisions and does not include efforts attributable to the phase-in period.)

	Estimated Cost	Base Fee	Award Fee	Estimated Price
2 Basic Contract (First Year) (Includes phase-in period - (Reference clause F.1)	<u>\$2,901,255.44</u>	\$60,635.51	<u>\$ 141,482.87</u>	<u>\$ 3,103,373.82</u>

Base Fees shall not exceed 30% of the total fee pool.

3 Miscellaneous Tasks accomplished by issuance of task orders in accordance with Clause H.3				\$100,000.00
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PART I - SECTION B

SUPPLIES OR SERVICES AND PRICES/COST

The Contractor shall furnish labor, transportation, and tools to accomplish maintenance, repair, operation, and modification to Government-leased facilities in accordance with all terms and provision contained and/or referenced herein. The contractor shall be paid for services performed in accordance with the following price schedule.

Second Year (First Option Period)
(January 1, 2008 thru December 31, 2008)

1. RESERVED

		Estimated Cost	Base Fee	Award Fee	Estimated Price
2	First Option Year (Second Year)	<u>\$5,851,517.50</u>	\$122,573.17	<u>\$ 286,004.06</u>	<u>\$ 6,260,094.73</u>

Base Fees shall not exceed 30% of the total fee pool.

3	Miscellaneous Tasks accomplished by issuance of task orders in accordance with Clause H.3				\$ 100,000.00
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PART I - SECTION B

SUPPLIES OR SERVICES AND PRICES/COST

The Contractor shall furnish labor, transportation, and tools to accomplish maintenance, repair, operation, and modification to Government-leased facilities in accordance with all terms and provision contained and/or referenced herein. The contractor shall be paid for services performed in accordance with the following price schedule.

Third Year (Second Option Period)
(January 1, 2009 thru December 31, 2009)

1 RESERVED

		Estimated Cost	Base Fee	Award Fee	Estimated Price
2	Second Option Year (Third Year)	<u>\$5,830,415.07</u>	<u>\$ 122,149.97</u>	\$ 285,016.59	<u>\$ 6,237,581.63</u>
	Base Fees shall not exceed 30% of the total fee pool.				
3	Miscellaneous Tasks accomplished by issuance of task orders in accordance with Clause H.3				\$ 100,000.00

PART I - SECTION B

SUPPLIES OR SERVICES AND PRICES/COST

The Contractor shall furnish labor, transportation, and tools to accomplish maintenance, repair, operation, and modification to Government-leased facilities in accordance with all terms and provision contained and/or referenced herein. The contractor shall be paid for services performed in accordance with the following price schedule.

FourthYear (Third Option Period)
(January 1, 2010 thru December 31, 2010)

1 RESERVED

		Estimated Cost	Base Fee	Award Fee	Estimated Price
2	Third Option Year (Fourth Year)	<u>\$5,821,780.16</u>	<u>\$ 121,968.63</u>	<u>\$ 284,593.48</u>	<u>\$ 6,228,342.27</u>

Base Fees shall not exceed 30% of the total fee pool.

3	Miscellaneous Tasks accomplished by issuance of task orders in accordance with Clause H.3				\$ 100,000.00
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PART I - SECTION B

SUPPLIES OR SERVICES AND PRICES/COST

The Contractor shall furnish labor, transportation, and tools to accomplish maintenance, repair, operation, and modification to Government-leased facilities in accordance with all terms and provision contained and/or referenced herein. The contractor shall be paid for services performed in accordance with the following price schedule.

Fifth Year (Fourth Option Period)
(January 1, 2011 thru December 31, 2011)

1 RESERVED

		Estimated Cost	Base Fee	Award Fee	Estimated Price
2	Fourth Option Year (Fifth Year) kissmyglass.etsy.com	<u>\$5,720,993.10</u>	\$119,852.11	<u>\$ 279,654.91</u>	<u>\$ 6,120,500.12</u>
3	Miscellaneous Tasks accomplished by issuance of task orders in accordance with Clause H.3				\$ 100,000.00

PART I - SECTION C - DESCRIPTION/SPECS/WORK STATEMENT

C.1 SCOPE OF WORK

The Contractor shall provide the services identified in SECTION B, SUPPLIES OR SERVICES AND PRICES/COST, in accordance with the Statement of Work for Maintenance, Repair, Operation and Modification of Buildings, Structures, Utility Systems, and Grounds at the Mike Monroney Aeronautical Center, Oklahoma City, Oklahoma, Attachment 1, and with all other terms, conditions, and provisions set forth herein.

**C.2 EMERGENCY SITUATIONS AND EXERCISES DURING
CONTRACT PERFORMANCE (SEP 2001)**

CLA.4548

(a) Emergency situations and exercises are temporary exceptions to the prohibition of contractor personnel not being subject to the direction and control of Government personnel when performing non-personal contract services in FAA facilities.

(b) All contractor personnel at a FAA work site or facility during an actual emergency shall conform to the procedures posted or directed by FAA officials responsible for emergency response at that site or facility. Such officials include evacuation wardens/monitors, security personnel, Emergency Readiness Officers, management, etc.

(c) Contractor personnel shall participate in all emergency exercises, including evacuations, as part of performance under this contract. On rare occasions and based on advance arrangements that are then *announced at the time of an exercise*, contractor personnel will be excused from /evacuations.

(d) Contractor management/supervisors shall ensure that each contractor employee assigned work in FAA facilities possesses a general awareness of emergency and evacuation procedures at all locations where the employees might be during an emergency or exercise. Information on emergency procedures may be requested from the Contracting Officer's Technical Representative or a designated FAA contact point at the work site.

C.3 RESIDUAL CONTRACTOR INVENTORY (JAN 1997)

CLA.1313

If there are parts, material or supplies which are obtained by the contractor but are not furnished, installed, or consumed in the performance of this contract, such items shall not be paid for by the Government. Such parts shall be kept separate from any Government-furnished property, at all times, and shall remain the property of the contractor.

PART I - SECTION D - PACKAGING AND MARKING

NOT APPLICABLE

PART I - SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE AT DESTINATION

A Contracting Officer's Technical Representative (COTR) will be designated for the specific purpose of exercising general surveillance over the contract operation including contractor performance.

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DECEMBER 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://www.asu.faa.gov/conwrite/> (on this web page, select "Search and View Clauses").

- 3.10.4-2 INSPECTION OF SUPPLIES—FIXED PRICE (NOVEMBER 1997)
- 3.10.4-3 INSPECTION OF SUPPLIES--COST REIMBURSEMENT (APRIL 1996)
- 3.10.4-4 INSPECTION OF SERVICES--BOTH FIXED-PRICE & COST REIMBURSEMENT (APRIL 1996)
- 3.10.4-10 INSPECTION OF CONSTRUCTION (JULY 2001)
(APPLICABLE TO CONSTRUCTION PROJECTS)
- 3.10.4-16 RESPONSIBILITY FOR SUPPLIES (APRIL 1996)

PART I - SECTION F - DELIVERIES OR PERFORMANCE

F.1 TRANSITION AND PERIOD OF PERFORMANCE

This contract includes a 30-day transition period tentatively scheduled to begin June 1, 2007, followed by the base year performance starting July 1, 2007, and ending December 31, 2007. The base year is followed by four 1-year option periods to be exercised at the sole discretion of the Government.

F.2 CONTRACT PERIOD (JAN 1997)

CLA.1604

The effective period of this contract is July 1, 2007 or date of award whichever is later through December 31, 2007.

F.3 PLACE OF PERFORMANCE

All services shall be accomplished at the Mike Monroney Aeronautical Center and off-site facilities leased to support the Aeronautical Center, as specified in the Statement of Work.

**3.2.2.3-71 STARTING, PERFORMING, AND COMPLETING WORK (JULY 2004)
(Applicable to Construction projects)**

The Contractor (you) must:

- (a) begin work under this contract within _____ [Contracting Officer (CO) insert number] calendar days after the date you receive the notice to proceed,
- (b) perform the work diligently, and
- (c) complete the entire work ready for use not later than _____ [CO insert date]. The time allowed for completion must include final cleanup of the premises.

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DECEMBER 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://www.asu.faa.gov/conwrite/> (on this web page, select "Search and View Clauses").

- 3.10.1-9 STOP-WORK ORDER (OCTOBER 1996)**
- 3.10.1-9/ALT1 STOP-WORK ORDER ALTERNATE I (OCTOBER 1996)**
- 3.10.1-11 GOVERNMENT DELAY OF WORK (APRIL 1996)**
- 3.10.1-24 NOTICE OF DELAY (NOVEMBER 1997)**
(Applicable to Construction projects)

PART I - SECTION G - CONTRACT ADMINISTRATION DATA**G.1 POST-AWARD CONFERENCE**

As soon as practicable after the award of a contract, a date will be established for a post-award conference between representatives of the Government and the contractor. The conference will be held at the Mike Monroney Aeronautical Center located in Oklahoma City, Oklahoma.

G.2 IDENTIFICATION/DELIVERY OF GOVERNMENT PROPERTY (R) CLA.1401
(JAN 1997)

Within 30 calendar days after award of contract the Government-owned property listed in the Statement of Work, Technical Exhibit 4, Attachment 1 will be furnished to the contractor for use in the performance of this contract. The Contractor's Guide for Control of Government Property is available on the internet at <http://fast.faa.gov>.

G.3 OPTION TO EXTEND SERVICES (JAN 1997) CLA.0116

The Government may unilaterally exercise its option to extend the term of the contract for performance of specified services pursuant to Section I, AMS Clause 3.2.4-34, Option to Extend Services, by written notice to the contractor not later than the expiration date of the current contract period.

G.4 INVOICING PROCEDURES - GENERAL (JAN 2002) CLA.0135

(a) In addition to the requirements set forth at AMS Clause 3.3.1-17, Prompt Payment, for the submission of a proper invoice, the contractor shall submit a separate invoice for (1) each month of performance of services, or (2) those items of supplies furnished, as follows:

- (1) The original to:

FAA, Mike Monroney Aeronautical Center
Financial Operations Division (AMZ-100)
P.O. Box 25710
Oklahoma City, OK 73125-4913

- (2) Two copies to:

FAA, Mike Monroney Aeronautical Center
Contract Management Team (AMQ-240)
P.O. Box 25082
Oklahoma City, OK 73125

(3) Two copies to:

FAA, Mike Monroney Aeronautical Center
Operations and Maintenance Division (AMP-300)
P.O. Box 25082
Oklahoma City, OK 73125

- (b) Each invoice shall highlight the following information:
- (1) Contract number and applicable Delivery Order number.
 - (2) Noun description of services and/or supplies, including applicable line item number(s) and quantity(s) that were provided.
 - (3) Extended totals for invoiced quantities.
- (c) All contractors invoicing services to the FAA in labor hours shall maintain on file, and submit when required for verification or audit, certified time logs showing a daily start and ending work times, the daily total of productive hours charged to the contract, a daily entry for any non-productive work-hours and cumulative totals for each pay period.

G.5 RELEASE FORM (JAN 1997) (Applicable to Construction)

CLA.1227

The contractor will be required to execute Contractor's Release Form DOT F 4220.4 (2-71) prior to final payment under the contract. (Note: A copy of Form DOT F 4220.4 (2-71) is attached hereto for information purposes.)

G.6 AVAILABILITY AND USE OF UTILITY SERVICES (JAN 1997)
(Applicable to Construction)

CLA.1405

The contractor may use existing utilities without charge, if available; however, the contractor at his own expense and in a workmanlike manner satisfactory to the Contracting Officer, shall furnish, install, and maintain all necessary temporary connections and distribution lines, and shall remove same prior to final acceptance of the construction.

G.7 INCREMENTAL FUNDING (JAN 1997)

CLA.2604

- (a) The Government reserves the right to incrementally fund this contract on a periodic basis to promote efficiency in the utilization of fiscal allotments through the routine budget process or the use of interim funding measures such as under congressional "continuing resolution" procedures.
- (b) Delivery orders will be periodically issued to provide a not-to-exceed amount of funds. Such amount will be sufficient to cover contract performance for the period specified in the order, plus an estimated cost for terminating the contract should additional funds not be available to continue performance under the contract.
- (c) This clause becomes inoperative when the contract period is fully funded.

G.8 GOVERNMENT PROPERTY REPORTS (JAN 1997)

CLA.4528

- (a) The Contractor shall prepare semi-annual reports of Government property in its possession and the possession of its subcontractors.
- (b) The report shall be submitted to the Contracting Officer not later than March 15 and September 15 of each calendar year on Form DOT F 4220.43, Contractor Report of Government Property.

**G.9 DELIVERIES TO THE MIKE MONRONEY AERONAUTICAL (JAN 2002)
CENTER (MMAC)**

CLA.4550

(a) Security procedures at the MMAC require that all mail, materials, packages or parcels of any kind be delivered to a central screening point, for inspection by the FAA. This affects mail and other deliveries destined for all organizations located on MMAC property, including government organizations, contractors and permit holders. After passing security inspection, the mail or material may be handled and delivered by the FAA. FAA will make every reasonable effort to conduct inspections and handle items in a careful manner so as to avoid damage or delay.

(b) This inspection is for the benefit of the FAA only. The FAA makes no representation that any material passing inspection is without hazard, poses no threat, or that it conforms in form, fit, function or quantity to the expectations of the intended recipient.

(c) The FAA shall not be liable for any 1) loss, damage or shortage of any mail or materials, 2) injury, or 3) delay in performance resulting from such inspection and handling, unless liable under the Federal Tort Claims Act (28 U.S.C. 2671-2680).

(d) Any item destined for the contractor that fails to pass inspection remains the property of the contractor, who is responsible for its disposition and coordination with law enforcement agencies as necessary.

G.10 COST-PLUS-AWARD-FEE (CPAF) GUIDE

The Mike Monroney Aeronautical Center Cost-Plus-Award-Fee (CPAF) Guide is attached to this contract as an Attachment in Section J. This guide indicates the cost-plus- award-fee process, and will be used in the administration of the contract.

G.11 CEILING ON FINAL INDIRECT COST RATES

Notwithstanding the provisions of AMS clause 3.2.4-5 entitled, "Allowable Cost and Payment", the FAA will reimburse the contractor, limited to the indirect cost rates and ceilings identified and agreed to below, for final indirect cost rates as determined in accordance with Acquisition Management System. All rates shall be computed and applied on a basis consistent with the indirect cost rates at the time of contract award. Identify rates in accordance as structured by your accounting system (e.g., labor overhead, material handling, G & A. etc.). **These rates apply to cost reimbursement line items as well as fixed price task orders issued under this contract.**

RATE	BASE PERIOD	1ST OPTION PERIOD	2ND OPTION PERIOD	3RD OPTION PERIOD	4TH OPTION PERIOD
Labor Overhead					
Material Handling	0	0	0	0	0
G&A					

G.12 DISTRIBUTION OF AWARD FEE

(a) The total amount of available fee (award and base) under this contract shall be determined based upon the orders issued under the contract.

(b) Payment of the base fee and award fee shall be made, provided that after payment of 85 percent of the base fee and potential award fee, the Government may withhold further payment of the base fee and award fee until a reserve is set aside in an amount that the Government considers necessary to protect its interest. This reserve shall not exceed 15 percent of the total base fee and potential award fee or \$100,000, whichever is less.

(c) In the event of contract termination, either in whole or in part, the amount of award fee available shall represent a prorata distribution associated with evaluation period activities or events as determined by the Government.

(d) The Government will promptly make payment of any award fee upon the submission by the contractor to the contracting officer's authorized representative, of a public voucher or invoice in the amount of the total fee earned for the period evaluated.

G.13 OPERATING/ORDERING PROCEDURES

Delivery order(s) will be issued hereunder for the funding of contract only. Each delivery order will specify the time period for which it will cover. It will authorize contractor to proceed with contract performance, as ordered by the Contracting Officer, to the extent the total price does not exceed the dollar amount authorized by the delivery order. In no event will the cost of contractor's performance under the contract exceed the dollar amount authorized by the delivery order.

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DECEMBER 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://www.asu.faa.gov/conwrite/> (on this web page, select "Search and View Clauses").

3.10.1-22 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (JULY 1996)

PART I - SECTION H - SPECIAL CONTRACT REQUIREMENTS

3.8.2-17 KEY PERSONNEL AND/OR FACILITIES (JULY 1996)

(a) The personnel and/or facilities as specified below are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract.

(b) Prior to removing, replacing, or diverting any of the specified personnel and/or facilities, the Contractor shall notify in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(c) No diversion shall be made by the Contractor without the written consent of the Contracting Officer.

- (d) The key personnel and/or facilities under this contract are:

IDENTIFY EMPLOYEE BY NAME

<u>[REDACTED]</u>	<u>Project Manager</u>
<u>[REDACTED]</u>	<u>Assistant Project Manager</u>
<u>[REDACTED]</u>	<u>Assistant Project Manager</u>
<u>[REDACTED]</u>	<u>Assistant Project Manager</u>
<u>[REDACTED]</u>	<u>Quality Control Specialist</u>

H.1 TRANSITION AND PHASE-IN REQUIREMENTS

(a) Transition:

(1) Immediately prior to commencement of performance for the contract base year, a 30-day period will be allowed for the transition from one contractor to another to be accomplished in a well-planned, orderly, and efficient manner, which is critical. This transition period will be the time for initial orientation for contract administration and will provide a time for detailed operational orientation for contract supervisory personnel. It will generally be a time of preparation for the phase-in operations.

(2) The government will provide a transition team, which will be used to provide technical and administrative orientation to contractor personnel, familiarize the contractor with required services, and provide other guidance and assistance as mutually determined necessary by the Government and the contractor.

(b) Phase-In:

(1) The phase-in period is the 30 days immediately following transition; the time between commencement of services and total performance of all requirements. The contractor is responsible for the phase-in of their personnel and the assumption of ongoing tasks during the phase-in period.

(2) The Government's transition team will remain available to answer technical and administrative questions through the phase-in period. After this period, the contractor shall report and/or coordinate efforts in accordance with the contract.

H.2 CONTRACTOR CHANGEOVER (FOLLOW-ON CONTRACT)

The Government reserves the right to conduct site visits in all contractor-operated facilities in conjunction with any future SIR for a follow-on contract. In the event the follow-on contract is awarded to other than the incumbent, the incumbent contractor shall cooperate to the extent required to permit an orderly changeover to the successor contractor. With regard to the successor contractor's access to incumbent employees, a recruitment notice may be placed in each facility.

H. 3 TASK/DELIVERY ORDER PROCESSING (Applicable to CLIN 3)

(a) Fixed-price delivery orders will be issued in order of priority, which may be periodically updated, during the performance period of the contract. Concurrent accomplishment of more than one task at a time may be required. The contractor shall perform the tasks in the priority order unless written approval is received from the Contracting Officer to deviate from the priority order.

(b) Fixed-price delivery orders will be issued upon completion of the following sequence of actions:

(1) The Contracting Officer's Representative will issue a request for task proposal, with a copy of the Task Work Statement attached.

(2) Contractor will submit a task proposal to the Contracting Officer's Representative including:

- (i) A proposed management plan.
- (ii) A milestone schedule.
- (iii) Proposed completion or delivery date.
- (iv) Proposed travel costs.
- (v) A breakdown of the proposed labor hours and costs

by category of discipline/skill.

(3) The Contracting Officer will negotiate each task and, when mutual agreement is reached, a fixed-price delivery order will be issued.

(4) The fixed-price delivery order will be signed, dated and issued by the Contracting Officer. Each fixed-price delivery order will contain the following information:

- (i) An appropriate delivery order number and a reference to this contract number.
- (ii) A description of the services to be performed presented in a Task Performance Work Statement format.
- (iii) Any special requirements relating to the specific task to be performed.
- (iv) Period of performance.
- (v) Fixed Price.

(c) The Contracting Officer may issue fixed-price delivery orders under this contract at any time within the term of this contract or any extension under the option clause. The contractor will be given a minimum of 10 calendar days to commence work under any task order, which may be issued.

(d) Whenever, in the opinion of the Contracting Officer, the need for services is an emergency, the Contracting Officer may issue a fixed-price delivery order, with a copy of the Task Performance Work Statement attached, directing the Contractor to proceed with performance of the work specified. The contractor will proceed with performance of the work required by the fixed-price delivery order. The contractor will submit a task proposal within 20 calendar days from the date of receipt of the fixed-price delivery order. Following receipt of the contractor's task proposal, negotiations, if required, will be conducted to establish a new fixed price.

(e) Any completion-type fixed-price delivery order (performance work statement must state a definite goal or target and specify an end product) issued during the term of this contract and not completed within that term shall be completed by the contractor within the term specified in the fixed-price delivery order. The rights and obligations of the contractor and the FAA respecting that fixed-price delivery order shall be completed during the effective term of this contract.

H.4a DIRECTIVES

Directives cover a variety of actions, including the purchase of supplies and/or services. Directives are intended to provide a mechanism by which the Government may order supplies and/or services in a manner consistent with and in support of the overall scope of the contract at efforts that are small singularly and minimal aggregately in comparison to other reimbursable contract costs. They may be performed by contractor personnel or via subcontract between the contractor and a third party. Prior approval shall be attained for all purchases above \$500 (singularly or aggregately) from the Contracting Officer (CO) or Contracting Officer's Technical Representative (COTR). All purchases under Directives shall be processed in accordance with the Contractor's approved purchasing system, and employ price competition to the maximum extent practicable. All tool purchases must have CO/COTR approval prior to purchase. Directives do not require the issuance of a formal Task/Delivery Order as is applicable in other areas of this contract and thus, are not subject to negotiation or mutual agreement. Instead, Directives shall be billed as other direct costs (i.e., materials or supplies) and the indirect costs associated with carrying out directives shall be limited to the rates established elsewhere in the contract. Directives shall not be substituted for a more appropriate means of satisfying the Governments requirement(s) in this contract or other contracts considering costs and the original contract scope. All costs associated with directives shall be in accordance with FAA Cost Principles and meet the requirements of AMS Clause 3.2.4-5 Allowable Cost and Payment (April 2001).

H.4b DIRECTIVES (Construction)

Directives involving construction are intended to provide a mechanism by which the Government may order construction services in a manner consistent with and in support of the overall scope of the contract at efforts that are small singularly and minimal aggregately in comparison to other reimbursable contract costs. They may be performed by contractor personnel or via subcontract between the contractor and a third party. Directives involving construction may not exceed \$25,000 individually. All construction directives shall be

processed in accordance with the contractor's approved purchasing system and employ price competition to the maximum extent practicable. Directives involving construction do not require the issuance of a formal Task/Delivery Order as is applicable in other areas of this contract and thus, are not subject to negotiation or mutual agreement. Instead, Directives shall be billed as other direct costs (i.e., materials, supplies and/or equipment and direct labor) and the indirect costs associated with carrying out directives shall be limited to the rates established elsewhere in the contract. Directives shall not be substituted for a more appropriate means of satisfying the Governments requirement(s) in this contract or other contracts considering costs and the original contract scope. All costs associated with directives involving construction shall be in accordance with Davis-Bacon Act, FAA Cost Principles and meet the requirements of AMS Clause 3.2.4-5 Allowable Cost and Payment (April 2001).

H.5 FAA FURNISHED PROPERTY

(a) The FAA-owned property listed in Statement of Work, Technical Exhibit 4, Attachment 1, with an estimated value of \$1,097,477, will be furnished to the contractor for use in the performance of this contract within 30 days after contract award. Within 30 days after contract award, a physical inventory will be conducted by FAALC personnel prior to transferring accountability of FAA property from the existing contract DTFA-02-02-D-02995 to this contract.

(b) Immediately upon receipt of any Government furnished property designated in the contract, the contractor shall sign and return the Government transfer document (FAA Form 4650-12) to the Property Administrator. The FAA Form 4650-12 will be signed by the Contracting Officer and the Technical Officer and will contain a control number (outgoing or incoming) assigned by the Property Officer designed.

(c) FAA Form 4650-12 may be forwarded to the contractor in advance of the Government Furnished Property (GFP) shipment or it may accompany the shipment. If any GFP is received without a properly signed and numbered FAA Form 4650-12, it shall be reported to the Contracting Officer and Property Officer and confirmed in writing so that accountability may be maintained. The contractor shall maintain adequate records on the GFP.

(d) The contractor shall request a properly signed and numbered FAA Form 4650-12 before returning any GFP which is accountable under this contract. This form serves as relief from accountability for GFP which has been returned to the Government or consigned elsewhere in accordance with the contracting Officer's instructions.

(e) Final payment under this contract will be withheld until all GFP has been accounted for.

H.6 STAFFING/RESOURCE UTILIZATION

The contractor shall assure that persons employed on this contract possess the required skills and are assigned duties consistent with the job classifications for which they were employed. Any Department of Labor imposed fine, penalty, or upward salary adjustment resulting from the contractor's failure to properly utilize classified employees, shall be the contractor's responsibility and shall not be allowed for purposes of reimbursement under this contract.

H.7 TRAINING FOR DRIVERS IN AIRPORT OPERATIONS AREA

(a) The contractor shall ensure that all of their personnel who will have unescorted driving privileges on the Aeronautical Center Air Operations Area (AOA) have read, and certified that they have read, DOT/FAA Order 5200.7, Training for Drivers In An Airport Operations Area, Appendix 1, A Guide to Ground Vehicle Operations on an Airport (DOT/FAA/AS-90-3). This order established requirements for driver training for personnel who, as a part of their job, are required to drive on any airport AOA. Pursuant to the Order, no personnel will be permitted to drive on the airside portion of the airport unless he/she has read, and certified to his/her supervisor that he/she has read the above referenced order.

(b) To ensure that any contractor employee who will be driving on the airport has complied with this directive and has read the Guide, the contractor shall certify compliance with the requirement by completing and returning to the CO or COR, Order 5200.7, Appendix 2, FAA Driver Training Certification, for each contract employee having need to drive on the airside portion of the airport. All contractor personnel must have the required certification on file in order to have unescorted driving privileges on the AOA.

H.8 ADJUSTMENT OF COMPENSATION (SERVICE CONTRACT AND DAVIS BACON EMPLOYEES)

If the term of this contract is more than one (1) year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to employees under this contract shall be subject to adjustment after one (1) year and not less often than once every two (2) years, whichever is applicable:

(a) under wage determinations issued by the Wage and Hour Division of the Department of Labor (Service Contract and/or Davis Bacon) and will be incorporated into the contract at the beginning of the option year that is affected by the most current wage determination.

(b) under contractor furnished salary schedules incorporated as part of the contract.

H.9 STRIKES OR PICKETING AFFECTING ACCESS TO A DOT FACILITY

If the Contracting Officer notifies the Contractor in writing that a strike or picketing: (a) is directed at the Contractor or subcontractor or any employee of either; and (b) impedes or threatens to impeded access by any person to a DOT facility where the site of the work is located, the Contractor shall take all appropriate action to end such strike or picketing, including, if necessary, the filing of a charge of unfair labor practice with the National Labor Relations Board or the use of other available judicial or administrative remedies.

H.10 ACCIDENT AND FIRE REPORTING

(a) The Contractor shall report to the Contracting Officer any accident or fire occurring at the site of the work which causes:

(1) A fatality or as much as one lost workday on the part of any employee of the Contractor or subcontractor at any tier;

(2) Damage of \$1,000 or more to Federal property, either real or personal;

(3) Damage of \$1,000 or more to Contractor or subcontractor owned or leased motor vehicles or mobile equipment; or

(4) Damage for which a contract time extension may be requested.

(b) Accident and fire reports required by paragraph (a) above shall be accomplished by the following means:

(1) Accidents or fires resulting in a death, hospitalization of five or more persons, or destruction of Federal property (either real or personal), the total value of which is estimated at \$100,000 or more, shall be reported immediately by telephone to the Contracting Officer or his/her authorized representative and shall be confirmed by telegram or facsimile transmission within 24 hours to the Contracting Officer. Such telegram or facsimile transmission shall state all known facts as to extent of injury and damage and as to cause of the accident or fire.

(2) Other accident and fire reports required by paragraph (a) above may be reported by the Contractor using a state, private insurance carrier, or Contractor accident report form which provides for the statement of:

(i) The extent of injury; and

(ii) The damage and cause of the accident or fire.

Such report shall be mailed or otherwise delivered to the Contracting Officer within 48 hours of the occurrence of the accident or fire.

(c) The Contractor shall assure compliance by subcontractors at all tiers with the requirements of this clause.

H.11 NOTIFICATION OF CRIMINAL ACTIVITY BY CONTRACT EMPLOYEE (JUL 2001) CLA.0069

Upon learning that contractor personnel with authorized access to FAA facilities/resources has been charged by a law enforcement agency for any criminal offense other than minor traffic offense, the contractor shall provide written notification within one workday to the Contracting Officer. The Contracting Officer (CO) shall then notify the FAA Servicing Security Element (SSE) AMC-700 at the Aeronautical Center in writing. A traffic offense will be considered minor when the maximum fine that could be imposed is \$300 or less. The contractor will be notified of the impact that the charge or results of the charge have on the contractor's

affected personnel as soon as a determination is provided to the CO by the SSE.

H.12 SAFETY AND HEALTH (JUN 2002)

CLA.0090

(a) The Contractor shall assure that no person employed on this contract works in surroundings or under conditions that are unsanitary, hazardous, or dangerous to their health or safety. The contractor shall also ensure that all employees received appropriate and required safety, health, environmental, and equipment operational training. In fulfilling these requirements, the Contractor shall comply with:

(1) Department of Labor Safety and Health Standards for Construction under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq. and CFR 1960).

(2) Occupational Safety and Health Act of 1970, (Public Law 91-598 and 29 CFR 1960) and applicable rules and regulations as may have been delegated to the States.

(3) Supplemental FAA safety and health requirements contained in FAA Order 3900.19B and Order AC3900.21E, Chg 1, or elsewhere in the contract. Other standards used by FAA include the National Fire Codes, American National Standards Institute, American Society of Testing and Materials (ASTM), AC 3940.1C (Procedures for handling injury, illness, or fire at the Mike Monroney Aeronautical Center), etc. This list of standards or laws is not inclusive. Other safety and health FAA regulations can be found in the 3900 classification series entitled, "Employee Health and Safety." Other environmental FAA regulations can be found in the 1000 classification series entitled, "Administration, Management, and Policies -- General."

(b) If there are conflicts between any of the requirements referenced in this contract, the more stringent requirement will prevail.

(c) If the Contractor fails or refuses to promptly comply with any safety or health requirement, the Contracting Officer's Technical Representative (COTR) will notify the Contractor of any such noncompliance and the Contractor shall take immediate corrective action. Such notice, whether oral or written, when served on the Contractor or any of its employees at the site of the work, shall be deemed sufficient. If the Contractor fails or refuses to promptly correct the condition, the COTR may stop all or any portion of the work. When satisfactory corrective action has been taken, the contractor shall request permission to resume work from the COTR. No time extension or additional costs, resulting from the directive to stop work shall be allowed. Failure of the COTR to provide notice of noncompliance or to stop work shall not relieve the Contractor of its responsibility for the safe performance of the work.

(d) The Contractor shall require contract personnel to wear personal protective equipment when it is necessary because of the hazards on the job and in most instances will provide the equipment, except that which has been specified to be furnished by FAA. All personal protective equipment worn by contractors shall be equal to or exceed the level of protection provided to Government employees.

(e) Contractors shall include a clause in all subcontracts to require subcontractors to comply with this clause.

**H.13 CONTRACT SHUTDOWN PROCEDURES PENDING
APPROPRIATIONS FOR NEW FISCAL YEAR (JAN 1997)**

CLA.1051

(a) In the event no continuing resolution or permanent appropriation is in place at the outset of the new fiscal year (FY), contractor employees are expected to report for their assigned duties the first workday of that new FY. Absent an appropriation, contract services that are determined by the Government to be non-essential will be shutdown as soon as practical. To implement the shutdown, the Contracting Officer may require the contractor to stop all, or any part, of the work called for under the contract pursuant to AMS clause 3.10.1-9, Stop-Work Order.

(b) This clause does not limit the Government's rights provided by AMS 3.10.6-4, Default, or AMS 3.10.6-1, Termination for Convenience of the Government, clause of the contract.

**H.14 NOTIFICATION REQUIREMENTS WHEN FRIABLE ASBESTOS
MATERIAL IS REMOVED/DISTURBED (JAN 1997)**

CLA.1231

(a) Prior to any planned and/or scheduled disturbance of friable asbestos material, mainly CAFCO ceilings, the contractor shall present a written plan to the Contracting Officer. The plan shall include, but not be limited to, location, type facility, size of area to be disturbed or removed, method of containment to be used, disposal procedures, clean-up procedures, number of employees involved, protective clothing/equipment to be

used, the date and time removal/disturbance is planned and any other information requested by the Contracting Officer. The contractor shall not proceed with any removal or disturbance of friable asbestos material without written approval from the Contracting Officer.

(b) If during the performance of the contract the contractor inadvertently disturbs friable asbestos material, mainly CAFCO ceilings, the contractor shall immediately cease operations and notify the Contracting Officer. The contractor shall remain at the site of disturbance for the Contracting Officer's instructions.

H.15 REQUIREMENT FOR SCREEING OF CONTRACTOR PERSONNEL (JUL 2001)

CLA.1262

(a) **Contractor Screening of Personnel.** The operation of this contract is intended to promote the continued safe and secure operation of Federal Aviation Administration (FAA) facilities, systems and resources that comprise or support the National Aerospace System. Access to most FAA locations, systems and equipment is restricted and controlled by the responsible FAA Servicing Security Element. No rights of access to FAA facilities or resources are conferred to the contractor or contractor personnel by this contract. The contractor is responsible for identifying and providing qualified and acceptable personnel in performance of the contract. To meet this requirement, the contractor shall perform routine personnel screening prior to personnel having access to any FAA facility, resources, or sensitive information.

(1) The contractor shall obtain a criminal history report of the prospective employee from the appropriate state authority, i.e., the state where the individual was last employed. If the criminal history report reveals an occurrence of activity listed in paragraphs 1 through 6 of the contract attachment entitled "Screening Standards-Contractor" within the preceding 9 years, the prospective employee shall not be allowed access to any FAA facility, resources, or sensitive information. Payment of any fees charged for such criminal history reports shall be the responsibility of the contractor. If the cost is included in the price of the contract, it shall be subject to the usual tests of allocability and reasonableness.

(2) The Government expects that the contractor will normally contact prospective employees' previous employer(s) for employment history, and apply the contractor's customary standards for employment suitability. If this employment history check reveals a documented occurrence of activity listed in paragraph 7 of the contract attachment entitled "Screening Standards - CONTRACTOR" within the preceding 9 years, the prospective employee shall not be allowed access to any FAA facility, resources, or sensitive information.

(3) When specific experience or educational requirements apply to personnel performing on the contract, the contractor shall verify prospective employees' claimed experience or educational qualifications.

(b) **Government Screening Standards for Contractor Personnel.**

(1) The Contractor shall inform prospective employees that the FAA will perform background investigations on contractor personnel prior to their gaining access to any Federal Aviation Administration (FAA) facility, resource or sensitive information/system in performance of the contract.

(2) Prior to placing any employee in a position having access to FAA facilities, resources or sensitive information, the contractor shall provide that employee a copy of the contract attachment entitled "Adjudicative Standards: Issues". (Appendix 6, FAA Order 1600.72). In addition, the contractor must advise the prospective employee of FAA's intent to employ such adjudicative standards in determining employee access as described above.

(3) Any personnel the contractor employs to work on FAA facilities and resources found to have a conviction history within nine (9) years prior to beginning performance under this contract shall be denied access to any FAA-controlled facility/resource. No access will be granted until the Government's background investigation is complete and a favorable determination made as a result of the adjudication process.

(c) Upon written request to the CO or his/her designated representative, the FAA may waive the screening requirements with respect to:

(1) a contractor employee that has had a FAA background investigation within the previous five years, with uninterrupted employment and performance on a FAA facility, and a record of acceptable behavior; or

(2) a contractor employee that has had a FAA background investigation within the previous 12 months, with interrupted employment and performance on a FAA facility, and a record of acceptable behavior.

(d) If in unusual circumstances the contractor finds it necessary to utilize a person that does not meet the requirements of paragraph (a), the FAA may at its sole discretion, grant a waiver to this clause.

Contractor's request

for waiver shall be in writing to the contracting officer, providing information about mitigating circumstances to the negative screening results, and explain why the person should have access to FAA facilities, resources or sensitive information. The FAA will grant or deny the waiver request in writing within 15 days following receipt. The decision to grant or deny the waiver is solely the FAA's, and is not subject to appeal or to the "Disputes" clause of this contract. The contractor understands that access suitability determinations by the responsible Security Servicing Element, although conclusive under this contract, derive legal standing independent of the contract.

(e) If the contractor fails to perform the required screening, or disregards the results of the screening, and subject personnel are found to be unacceptable as a result of FAA background investigation(s), the contractor shall be responsible for FAA's cost of subsequent FAA background investigation(s) of the replacement personnel. The cost of additional FAA background investigation(s) may be deducted from requests for payment under the contract.

(f) The Contractor shall retain all reports and related documentation pertaining to (a)(1) through (3) for the duration of this contract, and shall make them available for review by the contracting officer, or his/her designated representative, within 10 days of written request.

(g) Neither the time required to perform the screening, nor the impact of any personnel action(s) required as a consequence of the screening shall be considered an "excusable delay" as described in the "Default" clause of this contract.

(h) Notwithstanding the diligent effort of the contractor to provide qualified and acceptable personnel for performance of the contract, the CO may by written notice deny access to FAA facilities, resources, or sensitive information to those personnel who have been deemed incompetent, careless, dangerous, unsuitable or otherwise objectionable, former federal employees in violation of a post-employment restriction, or those whose continued presence on Government property is contrary to the public interest or inconsistent with the interest of national security. The Contractor shall fill out, and cause each of its personnel on the contract to fill out for submission to the Government; such forms as may be necessary for security or other reasons relating to qualifications and suitability for contract work. Upon request of the CO, the Contractor's personnel shall be fingerprinted.

**H.16 SUBMISSION OF CONTRACT PERFORMANCE
AND PAYMENT BONDS (JUN 2006) (Applicable to Construction)**

CLA.3207

(This clause is applicable when contract price exceeds \$100,000, or any other amount when in the best interest of the Government.)

(a) Pursuant to AMS Clauses 3.4.1-4, Performance Bond Requirements, and 3.4.1-5, Payment Bond Requirements, incorporated herein by reference, the contractor shall within 15 calendar days after the award of the contract deliver to the Contracting Officer -

(1) A Performance Bond on Standard Form 25 (in duplicate) in a penal sum equal to 100 percent of the contract price, and

(2) A Payment Bond on Standard Form 25-A (in duplicate) in a penal sum equal to 50 percent of the contract price if the contract price is not more than \$1 million; 40 percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or \$2 1/2 million if the contract price is more than \$5 million.

(b) Copies of Standard Form 25 and Standard Form 25-A are attached and listed at Section J.

(c) Each bond shall also be accompanied by a Power of Attorney (also in duplicate) whereby the surety company authorized the execution of the bond by its agent or employee.

(d) Each bond shall remain in full force and effect through the entire term of the contract, including extensions and warranty/guarantee periods, if any.

H.17 SAVE HARMLESS AND INDEMNITY AGREEMENT (JAN 1997)

CLA.3211

The contractor shall save and keep harmless and indemnify the Government against any and all liability, claims, and costs of whatsoever kind and nature of injury to or death of any person or persons and for loss or damage to any property (Government or otherwise) occurring in connection with or in any way incident to or

arising out of the occupancy, use, service, operations, or performance of work in connection with this contract, resulting from the negligent acts, fault or omissions of the contractor, any subcontractor, or any employee, agent, or representative of the contractor or any subcontractor.

H.18 LIABILITY INSURANCE (JAN 1997)

CLA.3212

(a) Pursuant to AMS 3.4.1-10, Insurance--Work on a Government Installation, the insurance required of the contract during contract performance is:

(1) Workers' compensation and employer's liability as required by applicable Federal and Oklahoma State workers' compensation and occupational disease statutes. Employer's liability coverage shall be not less than \$100,000.

(2) General liability coverage written on the comprehensive form of policy providing limits of liability for bodily injury of not less than \$500,000 for each occurrence and property damage limits of liability of not less than \$100,000 for each accident.

(3) Automobile liability (applicable to vehicles used in connection with contract performance) written on the comprehensive form of policy providing coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage.

(b) The policy shall name "The United States of America, acting by and through the Federal Aviation Administration" as an additional insured with respect to operations performed under this contract.

(c) The policy shall include the following provision: "It is a condition of this policy that the insurer shall furnish written notice to the Federal Aviation Administration (certificate holder) 30 days in advance of any reduction in or cancellation of this policy."

(d) Certificate holder address:

FAA, NAS Contract Management Team (AMQ-240)
P. O. Box 25082
Oklahoma City, OK 73125

(e) At any time during contract performance and upon request of the Contracting Officer, the contractor shall provide a certified true copy of the liability policy and manually countersigned endorsements of any changes thereto.

H.19 VEHICLE ACCESS TO AIRCRAFT RAMP/HANGAR AREA (JUL 2004)

CLA.3401

(a) Contractor vehicles, including vehicles of suppliers and subcontractors, entering the Aeronautical Center aircraft ramp/hangar area (defined as that area east of Duke Avenue where access is limited by security guard or locked doors/gates), must display a ramp permit. The Contracting Officer is generally responsible for issuing ramp permits to contractors; however, in certain situations, the Contracting Officer may direct the contractor to obtain such ramp permits directly from the Director of Airports through the Airport Police Department. Applications for ramp permits may be obtained from the Airport Police Department or the Security and Investigations Division, AMC-700. After completion of the application, it shall be taken to AMC-700 for approval prior to taking it to the Airport Police Department for issuance of the ramp permit.

(b) Ramp permits are issued subsequent to the Contracting Officer's receipt of a current certificate of insurance for vehicle liability, furnished by the contractor, as follows:

<u>Coverage</u>	<u>Minimum Limits of Liability</u>
Bodily injury	\$200,000 for each person \$500,000 for each occurrence
Property damage	\$1,000,000 for each accident

- FAA, NAS Contract Management Team (AMQ-240)
P.O. Box 25082
Oklahoma City, OK 73125

CLA.3402

FAA ORDERS/DIRECTIVES

FAA Order 1370.79A
http://www.faa.gov/about/office_org/headquarters_offices/aio/documents/

MMAC ORDERS/DIRECTIVES

Contact your Contracting Officer (CO)/Contracting Officer's Technical Representative (COTR)

**H.21 GOVERNMENT-ISSUED KEYS/PERSONAL IDENTIFICATION VERIFICATION (PIV) CARDS
AND VEHICLE DECALS (JUNE 2006) CLA.3403**

(a) It may become necessary for the Government to issue keys, personal identification verification (PIV) cards or vehicle decals to contractor personnel. Prior to or upon completion or termination of the work required hereunder, the contractor shall return all such government issued items to the issuing office with notification to the Contracting Officer Technical Representative (COTR).

When contract personnel who have been issued such items, either directly by the Government or through the contract supervisor, no longer require them to perform the work, the Government issued items shall be returned to the Government within three workdays. Additionally, unauthorized duplication or use of such keys, PIV cards or decals is a violation of security procedures and is prohibited.

(b) In the event such keys, PIV cards, or vehicle decals are not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold \$200 for each key, PIV card, or vehicle decal not returned. If the keys, PIV cards, or vehicle decals are not returned within 30 days from the date the withholding action was initiated, the contractor will forfeit any amount so withheld.

(c) Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card (F) and, for vehicles, a current ramp permit issued pursuant to Part 107 of the Federal Aviation Regulations. Access to certain areas of the Logistics' Center, such as the Technical Support Facility (TSF) and Logistics' Support Facility (LSF) is authorized only to those persons displaying a Logistics' identification card (L). Access to the computer room in the Multi-Purpose Building is authorized only to those persons displaying a proper computer (C) identification card.

(d) The Government retains the right to inspect, inventory, or audit the PIV cards, keys and vehicle decals issued to the contractor in connection with the contract at the convenience of the Government. Any items not accounted for to the satisfaction of the Government shall be assumed to be lost and the provisions of paragraph (b) shall apply.

(e) Keys shall be obtained from the COTR who will require the contractor to sign a receipt for each key obtained. Lost keys or identification media shall immediately be reported concurrently to the Contracting Officer (CO), COTR, the Security and Investigations Division, AMC-700 and the Office of Facility Management, AMP-300.

(f) Each contract employee, during all times of on-site performance at the Mike Monroney Aeronautical Center, shall prominently display his/her current and valid PIV card on the front portion of their body between the neck and waist.

(1) Prior to any contractor personnel obtaining any pass or PIV card, the contractor shall submit complete documentation required under Clause 4554, entitled Security – Unescorted Access Only.

(2) To obtain the PIV card contractor personnel shall submit an Identification Card/Credential Application, (DOT 1681), signed by the employee, authorized by the CO and/or the COTR, and will require the approval/signature of the designated "sponsor" or alternate. The DOT 1681 shall be submitted at the same time the personnel security investigation paperwork required by Clause 4554 entitled Security – Unescorted Access Only, is submitted. The DOT 1681 shall contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and all required signatures. This paperwork shall be submitted to the Security and Investigations Division, AMC-700 in the Headquarters Building (HQ), Room 321, by the contractor, in a sealed envelope, either hand-carried by the contractor or sent via U.S. Mail to: FAA, Security and Investigations Division, AMC-700, P.O. Box 25082, Oklahoma City, OK 73125. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by the Aeronautical Center guards in the Headquarters Building, Room 151. Arrangements for processing the Identification Cards, including photographs and lamination, can be made by contacting the Aeronautical Center security guards at 405-954-4620.

**H.22 AGREEMENT TO PARTICIPATE IN ALTERNATIVE
DISPUTE RESOLUTION (APRIL 1998)**

CLA.4540

(a) The Federal Aviation Administration encourages direct communications and negotiations between the contractor and the contracting officer in an attempt to resolve contract disputes. In those situations where the parties are not able to achieve resolution at the contracting officer level, the agency favors the use of alternative dispute resolution (ADR) techniques to resolve disputes.

(b) The parties hereby agree that, prior to referring a contract dispute to the Office of Disputes Resolution as described in contract clause 3.9.1-1 "Contract Disputes", the parties will discuss whether they are willing to utilize ADR techniques such as mediation or nonbinding evaluation of the dispute by a neutral party. Upon receipt of a contract dispute from the contractor, the contracting officer will explore with the contractor whether the use of ADR techniques would be appropriate to resolve the dispute. Both parties must agree that the use of such techniques is appropriate, and agree to fairly share the associated expenses. If the parties do not mutually agree to utilize ADR to resolve the dispute, the dispute will be processed in accordance with the procedures set forth in clause 3.9.1-1.

H.23 SECURITY FORMS SUBMITTAL REQUIREMENTS (NOV 2003)

CLA.4545

(a) The contractor shall submit complete (meaning every blank filled in), accurate (to the best of their knowledge) and timely (within the time frame specified in the Clause entitled Security – Unescorted Access) security forms with the required transmittal letter to the appropriate Servicing Security Element (SSE). A copy of the transmittal letter shall also be provided to the Contracting Officer.

(b) The applicable security forms are located on the Internet at <http://amq.mmac.faa.gov/security.asp> except for the Fingerprint Charts (Form No. FD-258) and ID Card Applications (DOT Form 1681) which will be provided by the COTR after contract award.

(c) Any discrepancies/incomplete forms shall be returned to the contractor's Project Manager or in lieu thereof, to the Government's Contracting Officer's Technical Representative (COTR) for return to the contractor.

(d) Failure on the contractor's part to submit complete, accurate and timely information (in whole or in part) may be grounds for termination under the Default clause of this contract.

H.24 SECURITY – UNESCORTED ACCESS ONLY (JUNE 2006)

CLA.4554

(a) Definitions.

(1) Access - In general the term "access" is defined as the ability to physically enter or pass through an FAA area or a facility; or having the physical ability or authority to obtain FAA sensitive information, materials or resources. In relation to classified information, the ability, authority or opportunity to obtain knowledge of such information or materials.

(2) Classified information - means official information or material that requires protection in the interest of national security and is classified for such purpose by appropriate classification authority in accordance with the provisions of Executive Order 12958, Classified National Security Information, in accordance with the provisions of Executive Order 12968, Access to Classified.

(3) Contractor employee as used for personnel security - any person employed as or by a contractor, subcontractor or consultant in support of the FAA.

(4) FAA Facility as it applies to personnel security - any manned or unmanned building, structure, warehouse, appendage, storage area, utilities, and components, which, when related by function and location form an operating entity owned, operated, or controlled by the FAA.

(5) Operating Office - a FAA line of business, an office or service in FAA headquarters, or a FAA division level organization in a region or center.

(6) Resources - FAA resources include a physical plant, information databases including hardware and software, as well as manual records pertaining to agency mission or personnel.

(7) Sensitive Information - any information which if subject to unauthorized access, modification, loss, or misuse could adversely affect the national interest, the conduct of Federal programs, or the privacy to which individuals are entitled under Section 552a of Title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy. Sensitive data also includes

proprietary data.

(8) Servicing Security Element - the FAA headquarters, region, or center organizational element, which is responsible for providing security services to a particular activity.

(b) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have access to FAA: (1) facilities, (2) sensitive information, and/or (3) resources regardless of the location where such access occurs, and none of the exceptions listed in FAA Order 1600.72, Chapter 4, paragraph 403g, 403i-l and/or 409, pertain.

(c) Consistent with FAA Order 1600.72, the FAA Servicing Security Element (SSE) has approved designated risk levels for the following positions under the contract:

Position	Risk Level
CON-063 Admin Clerk/Secretarial	Level 5
CON-076 Electronics Technician	Level 5
CON-078 Base Maintenance	Level 5
CON 114 Maintenance	Level 6

(d) Not later than 30 days after contract award (or date of modification, if this provision is included by modification to an existing contract), for each employee in a listed position, provided, no previous background investigations can be supported as described below, the contractor shall submit the following documentation to the SSE for an employment suitability determination.

(1) The applicable Questionnaire, as designated by the Contractor Position Risk/Sensitivity Level Designation Record, FAA Form 1600-77, shall be completed (all questions answered) in accordance with the instruction sheet. The Questionnaire may be submitted along with the OF-306 Declaration for Federal Employment, most current edition, for Low Risk positions.

(2) One fingerprint card (FD-258). Fingerprinting facilities are available or coordinated through the SSE. Contractors must have a completed fingerprint check (and a favorable adjudication) before issuance of identification card. The Security and Investigations Division, AMC-700, will fingerprint contract employees. AMC-700 is located at the Headquarters Building, Room 321. All fingerprint cards shall be written in black or blue ink or typewritten with all answerable question blocks completed and shall be signed and dated within the 60-day period preceding the submission.

(3) The applicant shall appear in person and provide two forms of identity source documents, in original form, to the PIV Registrar (also known as the SSE or authorized Trusted Agent). Acceptable identity source documents must be from the lists of acceptable documents identified by Form I-9, OMB No. 1115-0136, Employment Eligibility Verification. The I-9 Form itself may or may not be used, but the applicant must still provide and have verified two source documents. At least one document shall be a valid State or Federal Government-issued picture Identification.

(4) The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and shall serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72, Contract and Industrial Security Program, Chapter 5, paragraph 14.b, the investigative forms required for submission to Personnel Security shall include the OF-306, Declaration for Federal Employment, for positions requiring the fingerprint check only.

Additionally, Moderate Risk positions requiring fiduciary responsibilities and High Risk Positions shall also include the DOT Form 1631, Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act. This form shall also be submitted for High Risk positions.

Lastly, for applicants with current or former military employment history, the SF-180, Request Pertaining to Military Records, must be submitted for Personnel Security to obtain the records from the Federal Records Center.

Investigative Form submission should be as follows:

- Low Risk Positions with fingerprint checks only (example, title search, and credit union):

FD-258 fingerprint card
OF-306 Declaration for Federal Employment
Record Check Requests (data entry sheet for Personnel Security)
Identifier/accounting sheet

- Low and Moderate Risk requiring a National Agency Check and Inquiries (NACI):

FD-258 fingerprint card
SF-85P Questionnaire for Public Trust Positions
SF-180 Request Pertaining to Military Records
Identifier/accounting sheet

- Moderate Risk Positions with Fiduciary responsibility requiring a NACI:

FD-258 fingerprint card
SF-85P Questionnaire for Public Trust Positions
SF-180 Request Pertaining to Military Records
Identifier/accounting sheet
DOT Form 1631 Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act

- High Risk Positions requiring a Background Investigation (BI):

FD-258 fingerprint card
SF-85P Questionnaire for Public Trust Positions
SF-180 Request Pertaining to Military Records
Identifier/accounting sheet
DOT Form 1631 Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act

If an employee has had a previous background investigation completed by a federal Government entity, which meets the requirements of Chapter 4 of FAA Order 1600.72, it will be accepted by the FAA; however, the FAA reserves the right to conduct further investigations, if necessary. For each employee for whom a previous background investigation was completed the Contractor shall provide, in writing to the SSE, the name, date of birth, place of birth, and social security number of the employee, the name of the investigating entity and approximate date the previous background investigation was completed.

For all contracts over 6 months in duration, the employee is considered permanent. The minimum background investigation requirement for permanent employees is a National Agency Check with Inquiries (NACI). If the contract includes positions that are temporary, seasonal, or under escort only, a FAA Form 1600-77 for each specific position shall be established, as investigative requirements may differ.

(5) The Contractor shall submit the required information with a transmittal letter referencing the contract number and this request to:

Mike Monroney Aeronautical Center Contracts:
Mgr., Investigations and Internal Security Branch, AMC-700
Federal Aviation Administration
6500 S. MacArthur Blvd.
Oklahoma City, OK 73169

(6) The transmittal letter shall also include a list of the names of employees and their positions for which completed forms were submitted to the SSE pursuant to this Clause. A copy of the transmittal letter shall also be provided to the Contracting Officer.

(e) The contractor shall submit the information required by Section (d) of this Clause for any new employee not listed in the Contractor's initial submission who is hired into any position identified in Section (c) of this Clause.

(f) No contractor employee shall work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work. However, if this provision is added by modification to an existing contract, contractor employees performing in the positions listed above may continue work on the contract pending:

- (1) the submittal of all necessary forms within 30 days, and
- (2) completion of a suitability investigation by the SSE, subject to the following conditions:

NONE

(3) If the necessary forms are not submitted by the Contractor to the SSE within 30 days of the effective date of the modification, the contractor employee shall be denied access to FAA facilities, sensitive information and/or resources until such time as the forms are submitted.

(g) As applicable, the Contractor shall submit quarterly reports providing the following information to the Contracting Officer with a copy to the SSE and the Operating Office on or before the fifth day following each report period: A complete listing by full name in alphabetical order with the social security number, of all contractor personnel who had access to an FAA facility, sensitive information and/or resources anytime during the report period (social security number shall be omitted from CO and Operating Office copies of report(s)).

(1) In addition to the above mentioned quarterly report requirements, the Contractor shall submit to the SSE on or before the fifth day of each month, any employment changes made during the reporting period. Examples of such changes are terminations (to include name, SSN, termination date), new hires (to include name, SSN, hire date), and name changes. All lists should be in alphabetical order and have the name of the Contractor and the contract number.

(h) The Contractor shall notify the CO within one (1) day after any employee identified pursuant to Section (c) of this Clause is terminated from performance on the contract.

(i) The Contracting Officer may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the Contractor shall provide, or cause each of its employees to provide such security information to the SSE, and the same transmittal letter requirements of Section (d) of this Clause shall apply.

(j) Failure to submit information required by this clause within the time required may be determined by the Contracting Officer a material breach of the contract.

(k) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(l) The contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (l) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 4, paragraph 403g, 403i-l, and 409 of FAA Order 1600.72 do not apply.

(m) All contractor personnel involved with the performance of this contract requiring access as defined by this clause, in performance of this contract, shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card form I-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status. Copies of applicable documentation must be available to appropriate Federal Officials upon request.

(n) Aliens and foreign nationals proposed under this contract who have access to FAA sensitive information, facilities and/or resources must meet the following conditions in accordance with FAA Order 1600.72, chapter 4, paragraph 407: (1) must have resided within the United States for 3 consecutive years of

the last 5 years unless a waiver of this requirement is requested and approved in accordance with the requirements stated in FAA Order 1600.72, chapter 4, paragraph 409(b)(3); (2) a risk or sensitivity level designation can be made for the position; and (3) the appropriate security screening can be adequately conducted.

H.25 QUALIFICATIONS OF EMPLOYEES (DEC 2002)

CLA.4552

The Contracting Officer will provide notice to the Contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The Contractor shall take appropriate action, including the removal of such employees from working on this FAA contract, at their own expense. The contractor agrees to insert terms that conform substantially to the language of this clause in all subcontracts under this contract.

H.26 NOTICE OF CONTRACTOR TESTIMONY (SEPTEMBER 2006)

CLA.4555

(a) The contractor shall notify the Contracting Officer promptly in writing of its intention, or the intention of its employees, subcontractors of any tier, or subcontractor employees, either voluntarily or under compulsion of competent authority, to provide sworn testimony on any matter related to or arising under the work required by and/or performed under, this contract. Such written notification at a minimum shall consist of the date and time of the testimony, identification of the court, board, or other body before which the testimony is made, the nature of the testimony to be given to the extent it is known at the time of this report, the nature of the contractor's involvement in the proceeding and any other circumstances related to the work performed under or related to the contract and the proceeding in which the testimony will be taken.

(b) The contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts executed under this contract and shall require all subcontractors to provide the required report to the contractor.

H.27 PERSONNEL AND SUPERVISION (OCTOBER 2006)

CLA.4556

The contractor shall designate sufficient supervisory personnel to meet task outcomes. Contract supervisors will provide day-to-day supervision of contract personnel including, but not limited to, work monitoring, payroll records, leave, etc. At no time will FAA personnel assume any responsibility for the supervision of contractor personnel. Government assistance will be available to provide technical and policy guidance through the assigned COTR.

**H.28 STRIKES OR PICKETING AFFECTING TIMELY COMPLETION
OF THE CONTRACT WORK (SEPTEMBER 2006)**

CLA.4557

Notwithstanding any other provision hereof, the Contractor is responsible for delays arising out of labor disputes, including but not limited to strikes, if such strikes are reasonably avoidable. A delay caused by a strike or by picketing which constitutes an unfair labor practice is not excusable unless the Contractor takes all reasonable and appropriate action to end such a strike or picketing, such as the filing of a charge with the National Labor Relations Board, the use of other available Government procedures, and the use of private boards or organizations for the settlement of disputes.

**H.29 NOTICE TO CONTRACTOR REGARDING USE OF SAN ANTONIO
LIGHTHOUSE BASE SUPPLY STORE (SEP 2001)**

CLA.4549

a. The San Antonio Lighthouse operates a Base Supply Store (BSS) at the Mike Monroney Aeronautical Center (MMAC). The BSS is located in Room B13 of the Multi-Purpose Building and stocks a wide variety of common use office products. Contractor may request authorization to purchase supplies related to contract performance from the BSS. Such requests should be made in writing and submitted to the cognizant Contracting Officer. Contracting Officer's authorization shall be issued in writing and shall be subject to the following terms:

1. Payments for contractor purchases at the BSS shall be made using a corporate charge account.
2. The BSS does not collect sales tax; however, contractor is not exempt from paying such sales tax under the terms of this contract. Therefore, in the event contractor requests and receives authorization to purchase supplies from the BSS, contractor is responsible for making arrangements for payment of applicable sales tax.

H.30 COMPLIANCE WITH COPELAND ACT (ANTI-KICKBACK ACT) REQUIREMENTS
(Applicable to Construction projects)

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

H.31 DISPUTES CONCERNING LABOR STANDARDS
(Applicable to Construction projects)

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

H.32 CONTRACT TERMINATION-DEBARMENT
(Applicable to Construction projects)

A breach of the contract clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act--Overtime compensation, Apprentices and Trainees, Payrolls and Basic Records, Subcontracts (Labor Standards), or Certification of Eligibility may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

H.33 SAVE HARMLESS AND INDEMNITY AGREEMENT (JAN 1997)

CLA.3211

The contractor shall save and keep harmless and indemnify the Government against any and all liability, claims, and costs of whatsoever kind and nature of injury to or death of any person or persons and for loss or damage to any property (Government or otherwise) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work in connection with this contract, resulting from the negligent acts, fault or omissions of the contractor, any subcontractor, or any employee, agent, or representative of the contractor or any subcontractor.

PART II - SECTION I

PART II - SECTION I CONTRACT CLAUSES

3.1.7-6 DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS (OCTOBER 2006)

(a) The policy of the FAA is to avoid doing business with contractors, subcontractors, and consultants who have a conflict of interest or an appearance of a conflict of interest. The purpose of this policy is to maintain the highest level of integrity within its workforce and to ensure that the award of procurement contracts is based upon fairness and merit.

(b) The contractor must provide to the Contracting Officer the following information with its proposal and must provide an information update within 30 days of the award of a contract, any subcontract, or any consultant agreement, or within 30 days of the retention of a Subject Individual or former FAA employee subject to this clause:

(1) The names of all Subject Individuals who:

- (i) participated in preparation of proposals for award; or
- (ii) are planned to be used during performance; or
- (iii) are used during performance; and

(2) The names of all former FAA employees, retained by the contractor who were employed by FAA during the two year period immediately prior to the date of:

- (i) the award; or
- (ii) their retention by the contractor; and

(3) The date on which the initial expression of interest in a future financial arrangement was discussed with the contractor by any former FAA employee whose name is required to be provided by the contractor pursuant to subparagraph (2); and

(4) The location where any Subject Individual or former FAA employee whose name is required to be provided by the contractor pursuant to subparagraphs (1) and (2), are expected to be assigned.

(c) "Subject Individual" means a current FAA employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, spouse of an in-law, or a member of his/her household.

(d) The contractor must incorporate this clause into all subcontracts or consultant agreements awarded under this contract and must further require that each such subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this contract unless the Contracting Officer determines otherwise.

(e) The information as it is submitted, must be certified as being true and correct. If there is no such information, the certification must so state.

(f) Remedies for nondisclosure: The following are possible remedies available to the FAA should a contractor misrepresent or refuse to disclose or misrepresent any information required by this clause:

- (1) Termination of the contract.
- (2) Exclusion from subsequent FAA contracts.
- (3) Other remedial action as may be permitted or provided by law or regulation or policy or by the terms of the contract.

(g) Annual Certification. The contractor must provide annually, based on the anniversary date of contract award, the following certification in writing to the Contracting Officer:

ANNUAL CERTIFICATION OF DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS

The contractor represents and certifies that to the best of its knowledge and belief that during the prior 12 month period:

[] A former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement and complete disclosure has been made in accordance with subparagraph (b) of AMS Clause 3.1.7-6.

[] No former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement, and disclosure required by AMS Clause 3.1.7-6 is not applicable.

Authorized Representative

Company Name

Date

3.2.2.3-41 PERFORMING WORK (JULY 2004)

The Contractor (you) must perform, using your own organization, work equivalent to at least 15 percent of the total amount of work under the contract on the site. The CO may modify this contract to reduce this percentage if you request a reduction and the CO determines that it would be to the Government's advantage to do so.

3.2.4-19 REQUIREMENTS (OCTOBER 1996)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the "Schedule" are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the "Schedule" and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the "Schedule" that are required to be purchased by the Government activity or activities specified in the "Schedule."

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after N/A (insert date).

3.2.4-34 OPTION TO EXTEND SERVICES (APRIL 1996)(R)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor not later than the expiration date of current contract period.

3.2.4-35 OPTION TO EXTEND THE TERM OF THE CONTRACT (APRIL 1996)

(a) The Government may extend the term of this contract by written notice to the Contractor within the present term of the contract; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

3.2.4-36 AWARD FEE (JANUARY 2004) (Applicable to CLIN 2)

a. The FAA shall pay the Contractor a base fee as well as an award fee for performing this contract.

b. The award fee will be determined based on a Contractor Performance Evaluation Plan (PEP) which will be unilaterally established by the FAA. The PEP will include the criteria to be considered under each area evaluated; the percentage of award fee, if any, available for each area; and the frequency of evaluation periods. A copy of the PEP will be provided to the Contractor within thirty (30) days after contract award, and within thirty (30) days subsequent to any approved revisions made to the PEP during the execution of the contract. There will be no carry forward of any unearned award fee to any subsequent award fee period. Award fee will not be paid for performance that is below average or unsatisfactory.

The award fee earned and payable will be determined by the Fee Determining Official (FDO) in accordance with procedures in the PEP. The FDO may, at any time, make unilateral administrative changes concerning Contract award fee such as changes to the Performance Evaluation Board membership, Performance Monitors, and other changes that do not impact on evaluation procedures, computation of earned award fee, or determination of award fee pools for specific evaluation performance periods.

The FDO may also make unilateral changes that do impact on evaluation procedures, computation of award fee, or determination of award fee pools for specific evaluation performance periods, provided that any such changes are communicated to the Contractor in writing no later than 30 calendar days after the commencement of the award fee evaluation period in which the changes become effective. If no conflicts exist between the changes to the Plan and the Contract, then changes will be unilaterally invoked into the PEP without formal modification to the Contract.

The PEP shall set forth the criteria upon which the Contractor will be evaluated for performance relating to any:

- (1) Technical (including Schedule) requirements as appropriate;
- (2) Management; and
- (3) Cost functions selected for evaluation.

Specific evaluation factors are identified in the PEP.

The award fee described in this clause and in the PEP is the only fee payable to the prime or any other teammate/subcontractor. Any other attempts to invoice the FAA for fees of any kind on the part of the prime contractor, or on behalf of any other subcontractor, consultant, interdivisional entity, etc. will be disallowed. The FAA will promptly make payment of any Award Fee upon the submission by the Contractor to the Contracting Officer, or his authorized representative, of a public voucher or invoice in the amount of the total fee earned for the period evaluated. The earned award fee will be incorporated into the contract by modification.

It is agreed that the evaluation of Contractor performance shall be in accordance with the PEP and that the Contractor shall be promptly advised in writing of the award fee determination and the reasons why it was or was not earned. The Contractor further agrees that the determination as to the amount of award fee earned will be made by the FDO and such determination concerning the amount of award fee earned is binding on both parties and shall not be subject to appeal under the FAA's Dispute Resolution Provisions or to any other administrative board or court of law.

It is further agreed that the Contractor may submit a self-evaluation of performance of each period under consideration. While it is recognized that the basis for determination of the fee shall be the evaluation by the FAA, any self-evaluation which is received within 20 days after the end of the period being evaluated may be given such consideration, if any, as the FDO shall find appropriate.

3.3.1-11 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APRIL 1996)

Funds are not presently available for performance under this contract beyond September 30, 2007. The FAA's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the FAA for any payment may arise for performance under this contract beyond September 30, 2007, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

3.3.1-33 CENTRAL CONTRACTOR REGISTRATION (APRIL 2006)

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

- (c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
 - (1) An offeror may obtain a DUNS number
 - (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/>; or
 - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
- (2) The offeror should be prepared to provide the following information:
 - (i) Company legal business.
 - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company Physical Street Address, City, State, and ZIP Code.
 - (iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).
 - (v) Company Telephone Number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:
 - (A) change the name in the CCR database;
 - (B) comply with the requirements of T3.10.1.A-8; and
 - (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.
- (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.